

## REED SMITH SHAW & McCLAY

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WASHINGTON, DC  
PHILADELPHIA, PA  
HARRISBURG, PA  
McLEAN, VA  
PRINCETON, NJ  
NEW YORK, NY

March 29, 1996

Mr. Vernon Williams  
Secretary  
Surface Transportation Board  
1201 Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. 18706-A FILED 1425

MAY 6 1996 -3 15 PM

INTERSTATE COMMERCE COMMISSION

Security interest in favor of Mellon Bank, N.A., as Agent, in railroad tank cars

Dear Secretary:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the United States Code.

This document is a First Amendment to Pledge and Security Agreement, a secondary document, dated as of March 18, 1996 (the "First Amendment"). The primary document to which this is connected is recorded under Recordation No. 18706, filed February 17, 1994.

The names and addresses of the parties to the documents are as follows:

Debtor -- Koppers Industries, Inc.  
Koppers Building  
Pittsburgh, PA 15219  
Attention: Claire Schaming

Secured Party -- Mellon Bank, N.A., as Agent  
One Mellon Bank Center  
Pittsburgh, PA 15258

A description of the equipment covered by the document follows:

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	Tank car	T	KPCX	431
6	Tank cars	T	KPCX	500-505
3	Tank cars	T	KPCX	507-509
5	Tank cars	T	KPCX	510-514
3	Tank cars	T	KPCX	517-519

RECEIVED  
SURFACE TRANSPORTATION BOARD  
MAY 6 3 19 PM 1996

REED SMITH SHAW & McCLAY

Mr. Vernon Williams

-2-

March 29, 1996

A fee of \$21.00 is enclosed. Please return to the undersigned the original and any extra copies not needed by the Surface Transportation Board for recordation.

A short summary of the document to appear in the index follows:

First Amendment to Pledge and Security Agreement, dated March 18, 1996, between the Debtor, Koppers Industries, Inc., whose address is Koppers Building, Pittsburgh, PA 15219, Attention: Claire Schaming, and the Secured Party, Mellon Bank, N.A., as Agent, whose address is One Mellon Bank Center, Pittsburgh, PA 15258.

Included in the property covered by the aforesaid First Amendment and the primary document to which it relates are railroad tank cars intended for use related to interstate commerce owned by Koppers Industries, Inc. at the date of said primary document to which the First Amendment relates or thereafter acquired by Koppers Industries, Inc. or its successors.

If you have any questions or comments please do not hesitate to call me at 1-800-288-7776.

Very truly yours,

REED SMITH SHAW & McCLAY

By   
Megan A. Messner

MAM:klh

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

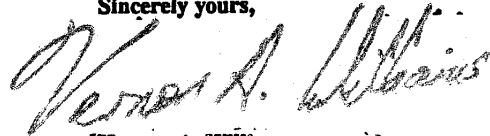
5/6/96

Megan A. Messner  
Reed Smith Shaw & McClay  
435 Sixth Avenue  
Pittsburgh, PA 15219-1886

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of  
the Interstate Commerce Act, 49 U.S.C. 11303, on 5/6/96 at 3:15PM , and  
assigned recordation number(s). 18706-A.

Sincerely yours,

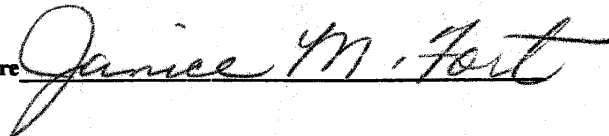


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDATION NO. 18706-A FILED 1425

**FIRST AMENDMENT TO  
PLEDGE AND SECURITY AGREEMENT**

MAY 6 1996 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO PLEDGE AND SECURITY AGREEMENT (this "First Amendment"), dated as of March 18, 1996, by and between KOPPERS INDUSTRIES, INC. (the "Borrower"), a Pennsylvania corporation, and MELLON BANK, N.A., a national banking association, as agent for the Banks, the Issuing Bank and the Swingline Bank hereinafter referred to (in such capacity, the "Agent").

**WITNESSETH:**

WHEREAS, the Borrower and the Agent are parties to a Pledge and Security Agreement, dated as of February 10, 1994 (the "1994 Security Agreement"), pursuant to which the Borrower granted to the Agent a lien in and security interest on certain Collateral (as defined in the 1994 Security Agreement) as security for certain Debt (as defined in the 1994 Security Agreement);

WHEREAS, the Borrower, the Banks parties thereto from time to time (each a "Bank" and collectively the "Banks"), the Issuing Bank referred to therein (the "Issuing Bank"), the Swingline Bank referred to therein (the "Swingline Bank") and the Agent (the Banks, the Issuing Bank, the Swingline Bank and the Agent being collectively the "Bank Parties"), have entered into an Amended and Restated Credit Agreement, dated as of March 18, 1996 (the "Restated Credit Agreement"), amending and restating in its entirety the Credit Agreement, dated as of February 10, 1994, by and among the Borrower, the banks parties thereto from time to time, the Issuing Bank and the Agent;

WHEREAS, pursuant to the Restated Credit Agreement the Banks have agreed to increase the aggregate Revolving Credit Committed Amounts (as defined in the Restated Credit Agreement) to \$100,000,000, to add a subfacility permitting the making of Swingline Loans (as defined in the Restated Credit Agreement) and to make certain other amendments;

WHEREAS, the obligations of the Banks to enter into the Restated Credit Agreement is dependant upon, among other things, the 1994 Security Agreement being amended in certain respects.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged by the Borrower, and in order to induce the Bank Parties to enter into the Restated Credit Agreement, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Definitions. In addition to words and terms defined elsewhere in this First Amendment, capitalized terms not otherwise defined shall have the meanings given to them in the 1994 Security Agreement.

2. Effectiveness. The provisions of this First Amendment shall become effective on the Restatement Effective Date as provided in Section 5.01 of the Restated Credit Agreement.

3. Amendments. The 1994 Security Agreement is amended as follows:

(a) The definition of "Debt" set forth in Section 1 is hereby amended by inserting at the end of such definition the following:

Notwithstanding the foregoing, (i) "Debt" shall not include the Tarben Plant Loans or the Monessen/Santa Fe Standby Term Loans and (ii) for so long as any Senior Note is outstanding "Debt" shall include only such indebtedness as is permitted by the terms of the Senior Note Indenture (as defined in the Restated Credit Agreement) to be secured by the lien in and security interest on the Collateral granted hereby.

(b) Clause (b) of the definition of "Goods" set forth in Section 1 is hereby amended by deleting such clause and replacing it with the following:

"(b) all other property now or hereafter constituting 'goods' under the Code."

(c) Exhibits B, C and D attached to and part of the 1994 Security Agreement are hereby deleted in their entireties and replaced with Exhibits B, C and D attached hereto.

4. Ratification and Confirmation. Except as specifically amended by the provisions hereof, the 1994 Security Agreement shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto. The parties hereby confirm that all references in the 1994 Security Agreement to the Credit Agreement or to the Related Documents, or any of them, shall be, as applicable, references to the Restated Credit Agreement or the Related Documents as amended pursuant to the Restated Credit Agreement, in each case as the foregoing may be amended, modified or supplemented from time to time hereafter.

5. Miscellaneous. (a) This First Amendment may be executed in counterparts, each of which when so executed shall together constitute one and the same agreement.

(b) Subject to the provisions of, and to the extent not inconsistent with, Section 15 of the 1994 Security Agreement, this First Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law rules thereof.

(c) If any provision of this First Amendment shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this First Amendment shall be construed as if such invalid or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this First Amendment as of the day and year first above written.

Attest:

KOPPERS INDUSTRIES, INC.

By



Title:

Asst. Secretary

[Seal]

By



Title:

V.P. & CO

MELLON BANK, N.A., as Agent

By C. J. Richardson

Title: VP

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF ALLEGHENY )

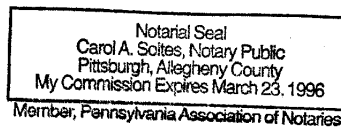
On this, the 17<sup>th</sup> day of March, 1996, before me, a Notary Public, the undersigned officer, personally appeared DONALD E. DAVIS, who acknowledged himself/herself to be VP + CFO of KOPPERS INDUSTRIES, INC., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carol A. Soltes

Notary Public  
[Notarial Seal]

My commission expires: 3-23-96



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF ALLEGHENY )

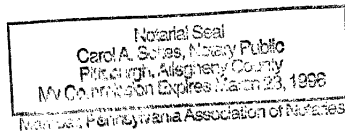
On this, the 17<sup>th</sup> day of March, 1996, before me, a Notary Public, the undersigned officer, personally appeared C.J. RICHARDSON, who acknowledged himself/herself to be VP of MELLON BANK, N.A. , a national banking association, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carol A. Sejas

Notary Public  
[Notarial Seal]

My commission expires: 3-23-96





**SCHEDULE B TO  
THE FIRST AMENDMENT TO  
PLEDGE AND SECURITY AGREEMENT  
DATED MARCH 18, 1996**

**SCHEDULE OF EQUIPMENT**

**KOPPERS INDUSTRIES, INC.**

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	T	KPCX	431
6	tank cars	T	KPCX	500-505
3	tank cars	T	KPCX	507-509
5	tank cars	T	KPCX	510-514
3	tank cars	T	KPCX	517-519
1	tank car	T	KPCX	2201
1	tank car	T	KPCX	2203
2	tank cars	T	KPCX	2212-2213
1	tank car	T	KPCX	2215
1	tank car	T	KPCX	2221
1	tank car	T	KPCX	2226
1	tank car	T	KPCX	2228
4	tank cars	T	KPCX	2230-2233
1	tank car	T	KPCX	2237
1	tank car	T	KPCX	3301
1	tank car	T	KPCX	3003
1	tank car	T	KPCX	3005
2	tank cars	T	KPCX	3008-3009
1	tank car	T	KPCX	3012
1	tank car	T	KPCX	3015
1	tank car	T	KPCX	3017
2	tank cars	T	KPCX	3024-3025
3	tank cars	T	KPCX	3027-3029
1	tank car	T	KPCX	3032
1	tank car	T	KPCX	3037
1	tank car	T	KPCX	3039
1	tank car	T	KPCX	3046
1	tank car	T	KPCX	3049
1	tank car	T	KPCX	3052
1	tank car	T	KPCX	3054
2	tank cars	T	KPCX	3058-3059
1	tank car	T	KPCX	3067
1	tank car	T	KPCX	3071
1	tank car	T	KPCX	3118
3	tank cars	T	KPCX	3120-3122
1	tank car	T	KPCX	3128
4	tank cars	T	KPCX	3131-3134

KOPPERS INDUSTRIES, INC. (cont.)

<u>Number</u>	<u>Type of Equipment</u>	<u>A. A. R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
2	tank cars	T	KPCX	3142-3143
1	tank car	T	KPCX	3146
2	tank cars	T	KPCX	3152-3153
1	tank car	T	KPCX	3155
1	tank car	T	KPCX	3157
1	tank car	T	KPCX	3163
1	tank car	T	KPCX	3167
2	tank cars	T	KPCX	3170-3171
5	tank cars	T	KPCX	3179-3183
1	tank car	T	KPCX	3186
1	tank car	T	KPCX	3188
1	tank car	T	KPCX	3190
1	tank car	T	KPCX	3192
3	tank cars	T	KPCX	3200-3202
1	tank car	T	KPCX	3208
2	tank cars	T	KPCX	3213-3214
1	tank car	T	KPCX	3217
4	tank cars	T	KPCX	3219-3222
2	tank cars	T	KPCX	3225-3226
3	tank cars	T	KPCX	3232-3234
1	tank car	T	KPCX	3238
3	tank cars	T	KPCX	3240-3242
2	tank cars	T	KPCX	3247-3248
1	tank car	T	KPCX	3250
1	tank car	T	KPCX	3254
1	tank car	T	KPCX	3261
1	tank car	T	KPCX	3264
2	tank cars	T	KPCX	3268-3269
3	tank cars	T	KPCX	3271-3273
2	tank cars	T	KPCX	3275-3276
1	tank car	T	KPCX	3278
2	tank cars	T	KPCX	3280-3281
1	tank car	T	KPCX	3283
1	tank car	T	KPCX	3288
1	tank car	T	KPCX	3296
1	tank car	T	KPCX	3299
2	tank cars	T	KPCX	3301-3302
1	tank car	T	KPCX	3305
1	tank car	T	KPCX	3309
1	tank car	T	KPCX	4001
1	tank car	T	KPCX	4008
1	tank car	T	KPCX	4016
1	tank car	T	KPCX	4024
1	tank car	T	KPCX	4026
1	tank car	T	KPCX	4035
1	tank car	T	KPCX	4042
1	tank car	T	KPCX	4044

KOPPERS INDUSTRIES, INC. (cont.)

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	T	KPCX	4046
1	tank car	T	KPCX	4048
2	tank cars	T	KPCX	4056-4057
1	tank car	T	KPCX	4065
1	tank car	T	KPCX	4068
1	tank car	T	KPCX	4074
1	tank car	T	KPCX	4100
1	tank car	T	KPCX	4107
3	tank cars	T	KPCX	4115-4117
1	tank car	T	KPCX	4119
2	tank cars	T	KPCX	4121-4122
1	tank car	T	KPCX	2200
1	tank car	T	KPCX	2202
1	tank car	T	KPCX	2205
1	tank car	T	KPCX	2208
2	tank cars	T	KPCX	2210-2211
1	tank car	T	KPCX	2216
1	tank car	T	KPCX	2220
2	tank cars	T	KPCX	2222-2223
1	tank car	T	KPCX	2225
1	tank car	T	KPCX	2227
1	tank car	T	KPCX	2229
2	tank cars	T	KPCX	2234-2235
1	tank car	T	KPCX	2238
2	tank cars	T	KPCX	3020-3021
2	tank cars	T	KPCX	3033-3034
1	tank car	T	KPCX	3038
2	tank cars	T	KPCX	3044-3045
1	tank car	T	KPCX	3057
1	tank car	T	KPCX	3060
1	tank car	T	KPCX	3063
1	tank car	T	KPCX	3065
1	tank car	T	KPCX	3074
2	tank cars	T	KPCX	3102-3103
2	tank cars	T	KPCX	3106-3107
1	tank car	T	KPCX	3119
2	tank cars	T	KPCX	3137-3138
1	tank car	T	KPCX	3140
2	tank cars	T	KPCX	3147-3148
1	tank car	T	KPCX	3161
2	tank cars	T	KPCX	3164-3165
1	tank car	T	KPCX	3172
1	tank car	T	KPCX	3175
1	tank car	T	KPCX	3187
1	tank car	T	KPCX	3189

**KOPPERS INDUSTRIES, INC. (cont.)**

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	T	KPCX	3191
1	tank car	T	KPCX	3195
1	tank car	T	KPCX	3197
2	tank cars	T	KPCX	3204-3205
1	tank car	T	KPCX	3207
1	tank car	T	KPCX	3209
1	tank car	T	KPCX	3218
1	tank car	T	KPCX	3229
1	tank car	T	KPCX	3231
1	tank car	T	KPCX	3239
2	tank cars	T	KPCX	3251-3252
1	tank car	T	KPCX	3255
1	tank car	T	KPCX	3263
1	tank car	T	KPCX	3284
1	tank car	T	KPCX	3291
1	tank car	T	KPCX	3297
1	tank car	T	KPCX	3307
1	tank car	T	KPCX	4011
1	tank car	T	KPCX	4015
1	tank car	T	KPCX	4019
2	tank cars	T	KPCX	4021-4022
1	tank car	T	KPCX	4025
1	tank car	T	KPCX	4031
1	tank car	T	KPCX	4038
1	tank car	T	KPCX	4055
1	tank car	T	KPCX	4061
2	tank cars	T	KPCX	4063-4064
1	tank car	T	KPCX	4066
1	tank car	T	KPCX	4069
1	tank car	T	KPCX	4109
1	tank car	T	KPCX	4111
1	tank car	T	KPCX	4114
1	tank car	T	KPCX	4118
1	tank car	T	KPCX	4120

TAR DIVISION ROLLING STOCK AT 12/31/ 95

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DEPRECIATION</u>	<u>NET BOOK VALUE</u>	<u>SERIAL NUMBER</u>
Follansbee	Sludge Truck	6,898	6,898	0	AF192JCA1020
	1979 Dump Truck Int'l #F2554	10,875	10,875	0	VIN#CF255JHA28284
	Dodge Truck	648	648	0	#W14JE95126284
	Maint. Tractor	4,168	4,168	0	9156
	1988 Ford F150	5,912	5,912	0	#2FTDF15Y5JCA54666
	Flat Bed Truck	3,500	1,750	1,750	D0522GHA13326
	Maint. Tractor	8,569	2,571	5,998	U712816
Houston	Trailers	29,555	29,555	0	
	1975 McCoy				VIN #W2820
	1979 Etnyre				VIN#K2932K9550
	1979 Etnyre				VIN#K2933K9551
	1979 Etnyre				VIN#T1200B1241
	1980 Etnyre				VIN#T1201B1242
	1980 Hobbs				VIN#1H4TO4220BL014001
	1980 Hobbs				VIN#1H4TO4222BL014002
	1978 Ford Truck	255	255	0	#F10BUAJ1415
	1985 Ford F-250	2,834	2,834	0	VIN#1FTEF15Y3FKB49170
Chicago	Erlinder Basket Truck	5,344	5,344	0	F70EVV51990
	Chev. Pickup	338	338	0	IGCCS14R2J2126596
	Pickup Truck	1,155	1,155	0	CCZIYAZ142753
	Maint. Dump Truck	14,337	14,337	0	IHTLAHGP3FHA24093
	Lab Pickup Truck	4,121	4,121	0	IGCB514Y402169795
	Industrial Truck	5,122	5,122	0	98623
	Dodge Pickup	7,544	5,281	2,263	1B7DJ24YQJ1607591
	Two Used Pickups	12,288	3,686	8,602	1FTHF25H6KLA93748 2FDHF37HOGCB67018
Portland	Chevy Dump Truck	633	633	0	C6536Z171387
	GMC Pickup	<u>4,010</u>	<u>1,203</u>	<u>2,807</u>	1GTGC24MOCJ508567
		137,649	116,229	21,420	

TAR DIVISION ROLLING STOCK AT 12/31/ 95

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DEPRECIATION</u>	<u>NET BOOK VALUE</u>	<u>SERIAL NUMBER</u>
Follansbee	Sludge Truck	6,898	6,898	0	AF192JCA1020
	1979 Dump Truck Int'l #F2554	10,875	10,875	0	VIN#CF255JHA28284
	Dodge Truck	648	648	0	#W14JE95126284
	Maint. Tractor	4,168	4,168	0	9156
	1988 Ford F150	5,912	5,912	0	#2FTDF15Y5JCA54666
	Flat Bed Truck	3,500	1,750	1,750	D0522GHA13326
	Maint. Tractor	8,569	2,571	5,998	U712816
Houston	Trailers	29,555	29,555	0	
	1975 McCoy				VIN #W2820
	1979 Etnyre				VIN#K2932K9550
	1979 Etnyre				VIN#K2933K9551
	1979 Etnyre				VIN#T120081241
	1980 Etnyre				VIN#T120181242
	1980 Hobbs				VIN#1H4TO4220BL014001
	1980 Hobbs				VIN#1H4TO4222BL014002
	1978 Ford Truck	255	255	0	#F10BUAJ1415
	1985 Ford F-250	2,834	2,834	0	VIN#1FTEF15Y3FKB49170
Chicago	Erlinder Basket Truck	5,344	5,344	0	F70EVV51990
	Chev. Pickup	338	338	0	IGCCS14R2J2126596
	Pickup Truck	1,155	1,155	0	CCZ1YAZ142753
	Maint. Dump Truck	14,337	14,337	0	IHTLAHGP3FHA24093
	Lab Pickup Truck	4,121	4,121	0	IGCB514Y402169795
	Industrial Truck	5,122	5,122	0	98623
	Dodge Pickup	7,544	5,281	2,263	1B7DJ24YOJ1607591
	Two Used Pickups	12,288	3,686	8,602	1FTHF25H6KLA93748 2FDHF37HOCGB67018
Portland	Chevy Dump Truck	633	633	0	C6536Z171387
	GMC Pickup	4,010	1,203	2,807	1GTGC24MOGJ508567
		137,649	116,229	21,420	

TAR DIVISION ROLLING STOCK AT 12/31/ 95

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DEPRECIATION</u>	<u>NET BOOK VALUE</u>	<u>SERIAL NUMBER</u>
Follansbee	Sludge Truck	6,898	6,898	0	AF192JCA1020
	1979 Dump Truck Int'l #F2554	10,875	10,875	0	VIN#CF255JHA28284
	Dodge Truck	648	648	0	#W14JE95126284
	Maint. Tractor	4,168	4,168	0	9156
	1988 Ford F150	5,912	5,912	0	#2FTDF15Y5JCA54666
	Flat Bed Truck	3,500	1,750	1,750	D0522GHA13326
	Maint. Tractor	8,569	2,571	5,998	U712816
Houston	Trailers	29,555	29,555	0	
	1975 McCoy				VIN #W2820
	1979 Etnyre				VIN#K2932K9550
	1979 Etnyre				VIN#K2933K9551
	1979 Etnyre				VIN#T1200B1241
	1980 Etnyre				VIN#T1201B1242
	1980 Hobbs				VIN#1H4T04220BL014001
	1980 Hobbs				VIN#1H4T04222BL014002
	1978 Ford Truck	255	255	0	#F10BUAJ1415
	1985 Ford F-250	2,834	2,834	0	VIN#1FTEF15Y3FKB49170
Chicago	Erlinder Basket Truck	5,344	5,344	0	F70EUV51990
	Chev. Pickup	338	338	0	IGCCS14R2J2126596
	Pickup Truck	1,155	1,155	0	CCZIYAZ142753
	Maint. Dump Truck	14,337	14,337	0	IHTLAHGP3FHA24093
	Lab Pickup Truck	4,121	4,121	0	IGCB514Y402169795
	Industrial Truck	5,122	5,122	0	98623
	Dodge Pickup	7,544	5,281	2,263	1B7DJ24Y0J1607591
	Two Used Pickups	12,288	3,686	8,602	1FTHF25H6KLA93748 2FDHF37HOCB67018
Portland	Chevy Dump Truck	633	633	0	C6536Z171387
	CMC Pickup	4,010	1,203	2,807	1GTCC24MOGJ508567
		137,649	116,229	21,420	

# PATENTS

<u>U.S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
3,650,788* 66T128	03/21/72	W. E. Kemp, et al.	Reactive Coal Tar System Containing Phenol Reactive Compounds.
3,819,670* 70T507DI	06/25/74	W. E. Kemp	Organic Arsenic Compound for Creosote Fortification.
3,822,137* 70T507DII	07/02/74	W. E. Kemp	Organic Arsenic Compound for Creosote Fortification.
3,839,308* 70T387B	10/01/74	G. R. Romovacek	Shaped Articles of Isotropic Carbon and a Method for Making the Same.
3,852,308* 68T682C-I	12/03/74	R. C. Ryder, et al.	Process for the Production of Phthalic Anhydride.
3,956,100* 74T47	05/11/76	D. V. Todd	Creosote and Method for Producing the Same.
3,960,969* 73T219A	06/01/76	N. P. Greco, et al.	Method for Preparing an Improved Creosote Wood Preservative from a Coal Tar Creosote by the Use of Caustic Compounds.
3,962,365* 75T25	06/08/76	R. M. Gaydos, et al.	Process for Producing a Mixture of Isopropylnaphthalenes.
3,973,971* 73T219B	08/10/76	N. P. Greco, et al.	Method for Preparing an Improved Creosote Wood Preservative from a Coal Tar Creosote.
4,013,520* 74T23	03/22/77	R. H. Maxwell	Process for Separating 2, 6- Xylenol from a Mixture of Cresylic Acids.
4,048,020* 69T380	09/13/77	G. R. Romovacek	Method and Apparatus for the Control of Pitch Operation.
4,048,056* 69T380BD	09/13/77	G. R. Romovacek	Method for the Control of Pitch Operation.
4,066,159* 69T380	01/03/78	G. R. Romovacek	Method and Apparatus for the Control of Pitch Still Operation.
4,066,737* 70T387C	01/03/78	G. R. Romovacek	Method for Making Isotropic Carbon Fibers.
4,197,190 77F69	04/08/80	A. Foster	Process for Dehydrating Tar and/or Hydrocarbon Oils.

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\*Patents listed for claims purposes only.



<u>U.S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,215,229 76T18	07/29/80	N. P. Greco	Process for Alkylating Phenolic Compounds to Produce Ortho- and Para-Monoalkylated Phenols and 2,4- and 2,6-dialkylated Phenols.
1,122,135 76T18 (Canada)			
4,267,392 77G19II	05/12/81	G. Leston	Process for obtaining para-cresol and meta-cresol from a Mixture of Methylated and Ethylated Phenols Containing Meta-para-cresol.
4,267,391 77G19III	05/12/81	G. Leston	Process for obtaining para-cresol and meta-cresol from a Mixture of Methylated and Ethylated Phenols Characterized by Urea Clathration of Metal Cresol.
4,267,390 77G19IV	05/12/81	G. Leston	Process for obtaining para-cresol and meta-cresol from a Mixture of Methylated and Ethylated Phenols Characterized by Selective Complexation with Calcium Bromide and Sodium Acetate.
4,275,246 79T35	06/23/81	N. P. Greco	Separation of Phenols.
4,429,170* 82T2	01/31/84	R. L. Lovel	Process for Removing Tar Bases from Lurgi Tar Acid Stream.
4,443,636* 80T44	04/17/84	N. P. Greco	Refining Lurgi Tar Acids.
4,499,312* 82G81-C	02/12/85	G. Leston	Complex Formed to Separated 3,5-Xylenol or 3,4-Xylenol from Other Polymethylated Phenolic Compounds.
Appln. No. 08/513,329 00064	08/10/95	E. R. McHenry & W. E. Saver	Coal Tar Pitch Blend Having Low Polycyclic Aromatic Hydrocarbon Content and Method of Making Thereof

\*Patents listed for claims purposes only.

**Invention Disclosures**

<b><u>Docket No.</u></b>	<b><u>Inventor</u></b>	<b><u>Title</u></b>
83T7	G. R. Romovacek	Continuous conversion of heavy oils and distillation residues into commercial carbons.
84T11	R. W. Nagy	Coal tar/aluminum bitumen.
85G7	G. R. Romovacek	Instrument for measuring the plasticity of green paste.
85C49	J. T. Dietz	Low ash pitch process.
86C2	H. J. Buxton	Process for measuring area percent of black vs. white of prebaked anode butts.
87C8	S. Sultan	Creosote stabilization.
87C9	Ryan/Fleming	Naphthoquinone recycle.
87C15	G. R. Romovacek	Shaped articles of isotropic carbon and method for making the same.

# TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Australia	A293,575	07/18/91	2	Creosote derived from coke oven tar and being a preservative for wood; and coal tar enamels being anticorrosive coating materials (creosote)
KOPPERS	Australia	A293,576	07/18/91	1	Naphthalene, being a coal tar derived product for use in industry (naphthalene)
KOPPERS	Australia	B230,715	07/18/91	1	Naphthalene, creosote and other such products derived from coal tar or made from substances or mixtures containing coal tar, all being chemical products (coal tar products)
KOPPERS	Australia	B293,547	07/18/91	19	Pitch including electrode binder pitch, refractory pitch and taphole pitch; road tars and blended tar and pitch coating materials in this class; all the aforesaid goods being derived from coke oven tar except refractory materials (coatings)

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Australia	230,716	07/18/91	19	Pitch including electrode binder pitch, refractory pitch and taphole pitch; road tars and blended tar and pitch coating materials in this class; all the aforesaid goods being derived from coke oven tar (pitch)
KOPPERS	Great Britain	1,059,034	02/18/83	4	Coal tar oils
KOPPERS	Canada	301,845	04/12/85	17	Insulation
KOPPERS	Canada	UCA01052	02/10/93	1, 2, 19	Roofing materials, road materials, coal tars, water gas tars, pitches, pitch coke and chemical products, such as fertilizers, disinfectants, deodorants, insecticides, fungicides, paints, wood preserving oils and compounds, tar acids, light oils, sulfur and the like

<u>Trademark</u>	<u>Country</u>	<u>Appl. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	U.S.	1,902,735	07/04/95	19	Bituminous cement for flashing and roofing; structural membranes for built-up roof constructions, namely tar-saturated fabric, asphalt and tar felt; waterproof pitch for building and roofing; bituminous fiber roof coating plastic; bituminous touch-up for patching and repairing bituminous-coated surfaces; bituminous protected roofing, siding and valleys; preservative treated wood products, namely piling, poles, posts, crossties, lumber, structural support and laminated structural wood
KOPPERS	U.S.	1,919,197	09/19/95	4, 19	(4) fuel, namely, coke; (19) crude coal tar and pitches and preservative treated lumber

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	U.S.	1,940,412	12/12/95	1, 2, 4	(1) organic acids, cresylic acid compounds, naphthalene, coal tar bases in crude and pure form; namely quinoline and pyridine, synthetic pearlesence; namely, basic lead carbonate, phthalic anhydride and maleic anhydride; (2) wood preservatives; namely creosote and creosote solutions; (4) floatation oils, coal tar neutral oils, and tar acid oils

**SCHEDULE C TO  
THE FIRST AMENDMENT TO  
PLEDGE AND SECURITY AGREEMENT  
DATED MARCH 18, 1996**

LOCATION OF EQUIPMENT AND INVENTORY

TAR PRODUCTS DIVISION

**OWNED (O) OR  
LEASED (L)**

Production Facilities:

Chicago, Illinois	O
Chicago, Illinois	L
Follansbee, West Virginia	O
Woodward Tar Plant, Alabama	O
Houston, Texas	L
Portland, Oregon	L

WOOD PRODUCTS DIVISION

Production Facilities:

Florence, South Carolina	O
Gainesville, Florida	O
(includes pole yard)	
Green Spring, West Virginia	O
Grenada, Mississippi	O
Guthrie, Kentucky	O
Galesburg, Illinois	L
Montgomery, Alabama	O
North Little Rock, Arkansas	O
Denver, Colorado	O
Roanoke, Virginia	O
Superior, Wisconsin	O
Logansport, Louisiana	O
Muncy, Pennsylvania	O
Oroville, California	O
(includes pole yard)	O
Somerville, Texas	O

+ Properties are leased pursuant to oral agreements for the storage of ties and poles. All of these arrangements are immaterial and substitute locations are readily available operating under verbal lease or operating agreement.

**OWNED (O) OR  
LEASED (L)**

Tie & Pole Yards:

Bluford, IL	L+
Indianapolis, IN	L+
Northlake, IL	L+
Springfield, IL	L+
Alexandria, LA	L+
Batesville, MS	L+
Baton Rouge, LA	L+
Booneville, MS	L+
Brookhaven, MS	L+
Covington, LA (See Robert, LA)	
East Bank (Kenner, LA)	L+
Greenwood, MS	L+
Gulfport, MS	L+
Hattiesburg, MS	L+
Jackson, MS	L+
Kosciusko, MS	L+
Lafayette, LA	L+
Lake Charles, LA	L+
Leesville, LA	L+
Meridian, MS	L+
Monroe, LA	L+
Robert, LA	L+
Shreveport, LA	L+
Starkville, MS	L+
Thibodaux, LA	L+
Tupelo, MS	L+
Vicksburg, MS	L+
West Bank (Marrero, LA)	L+
Broadway, VA	L+
Houston, TX	L+
Lima, OH	L+
Merrimack, NH	L+
New Haven, CT	L+
Old Bridge, NJ	L+
Raynham, MA	L+
Rochester, NY	L
St. Paul, MN	L+

+ Properties are leased pursuant to oral agreements for the storage of ties and poles. All of these arrangements are immaterial and substitute locations are readily available operating under verbal lease or operating agreement.



**OWNED (O) OR  
LEASED (L)**

Willimantic, CT	L+
East Greenville, OH	L+
Hazelton, PA	L
Huntington, WV	L
Kansas City, MO	L
Lycoming, PA	O
Lycoming, PA (Piling)	O
Somerset, PA	L
Yarmouth, ME	L
Logansport, LA	O
Batesville, AR	L+
Conway, AR	L+
El Dorado, AR	L+
Faulkner (N. Little Rock), AR	L+
Fayetteville, AR	L+
Forrest City, AR	L+
Fort Smith, AR	L+
Hot Springs, AR	L+
Jonesboro, AR	L+
Monticello, AR	L+
Pine Bluff, AR	L+
Stage Coach (Little Rock), AR	L+
Barton, AR	L
Hunter, AR	L
Memphis, TN	L
Amelia, TX	L+
Corrigan, TX	L+
Garrison, TX	L
Mallard Junction, LA	L+
Stoneham, TX	L
Beaver Dam, KY	L
Bedford, IN	L
Brownstown, IN	L
Mitchell, IN	L
Loogootee, IN	L
Watson, IN	O
Calico Rock, AR	L
Chaffee, MO	L+
Doniphan, MO	L
Hoxie, AR	

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	<u>OWNED (O) OR LEASED (L)</u>
Piedmont, MO	L
Poplar Bluff, MO	L+
Scott City, MO	L
Viburnum, MO	L
Union, MO	L
West Plains, MO	L
Belington, WV	L
Crawford, WV	L
Hamden, OH	L
Kenova, WV	L
Portsmouth, OH	L
Brownsville, TN	L
Huntington, TN	L
Jackson, TN	L
Paducah, KY	L
Paris, TN	L+
Doyle, TN	L
Hohenwald, TN	L
Morrison, TN	L
Corinth, MS	L
Sherman, MS	L
Vinemont, AL	L
Florence, SC	O
Crewe, VA	L
Dillwyn, VA	L
Green Spring, WV	O
Orange, VA	L

COKE DIVISION

Woodward, Alabama	O
Monessen, Pennsylvania	O

+ Properties are leased pursuant to oral agreements for the storage of ties and poles. All of these arrangements are immaterial and substitute locations are readily available operating under verbal lease or operating agreement.

**SCHEDULE D TO  
THE FIRST AMENDMENT TO  
PLEDGE AND SECURITY AGREEMENT  
DATED MARCH 18, 1996**

**LOCKBOX ADDRESSES**

**Mellon - Pittsburgh:**

**Koppers Industries, Inc.  
P.O. Box 360929M  
Pittsburgh, PA 15251-6929**

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**Koppers Industries, Inc.  
Dept. CH 10440  
Palatine, IL 60055-0440**

**Mellon - Atlanta:**

**Koppers Industries, Inc.  
Dept. AT 40003  
Atlanta, GA 31192-0003**